

Dated 28th September 2022

Broadland District Council

-and-

Hopkins Homes Limited

-and-

HSBC UK Bank PLC

**DEED OF VARIATION OF PLANNING OBLIGATION
UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**

relating to land adjacent to School Lane/Hall Road Drayton Norfolk

Planning Application Reference:20200640

THIS DEED OF VARIATION is dated 28th September 2022

PARTIES:

- 1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge 1 Yarmouth Road, Norwich NR7 0DU (referred to as "the Council")
- (2) HOPKINS HOMES LIMITED (Company registration number 02875798) whose registered office is at Melton Park House, Melton, Woodbridge Suffolk IP12 1TJ (referred to as "the Developer r")
- (3) HSBC UK BANK PLC (Company registration number 09928412) of 1 Centenary Square, Birmingham, B1 1HQ (referred to as "the Mortgagee")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is the local planning authority for the area within which the Site is located
- (B) The Developer owns the freehold of the Site
- (C) The Mortgagee has a charge over the Site
- (D) The Council, the Developer and other parties entered into the Original Agreement prior to grant of the Permission
- (E) The Council and the Developer wish to vary the Original Agreement in the manner hereinafter referred to
- (F) The expressions in this Deed have the meaning ascribed to them in the Original Agreement save as expressly provided in this Deed

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Original Agreement	An agreement dated 12 th August 2021 made under Section 106 of the Act between the Council (1) Norfolk
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County Council (2) the Owner (3) and the Developer (4) containing planning obligations enforceable by the Council relating to planning permission numbered 20200640

Permission The full planning permission granted by the Council on 12 August 2021 pursuant to application reference 20200640

Site The land known as Hall Lane/School Road, Drayton, Norfolk and registered at HM Land Registry under title number NK 513535 in the freehold ownership of the Developer and for the avoidance of doubt excluding land which forms part of the highway

2. LEGAL BASIS

- 2.1 This Deed is supplemental to the Original Agreement and is made pursuant to Sections 106 and 106A of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council
- 2.2 The terms and conditions of the Original Agreement shall remain in full force and effect except as varied by this Deed

3. VARIATION

- 3.1 With effect from the date of this Deed the Parties agree to vary the Original Agreement as set out in the Schedule to this Deed.
- 3.2 In all other respects the contents of the Original Agreement are confirmed and

agreed and shall continue to bind the Site as varied by this Deed

4. OTHER PROVISIONS

- 4.1 On completion the Council will pay the Developer's reasonable legal costs in connection with this Deed
- 4.2 The Owner warrants that at the date of this Deed they have full power to enter into this Deed and there is no other person whose consent is necessary to make this Deed binding on the Site save as already disclosed prior to the completion of this Deed

5. MORTGAGEE CONSENT

The Mortgagee consents to the Developer entering into this Deed so that its interest in the Site is bound by the obligations contained in this Deed and agrees that its security over the Site takes effect subject to the provisions of this Deed PROVIDED THAT the Mortgagee is not required to observe or perform the obligations in this Deed or in the Original Agreement unless it takes possession of the Site or acquires the freehold interest in the Site in which case it will be regarded as successor in title to the Developer. For the avoidance of doubt (i) any person acquiring title to all or part of the Site as a result of the Mortgagee enforcing its security will be bound by the terms of this Deed and (ii) the Mortgagee will have no liability once it ceases to have any legal or other interest in the Site

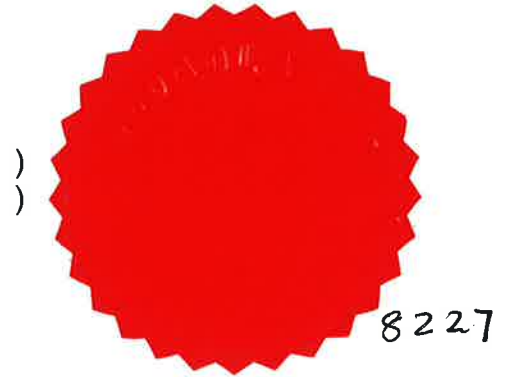
**Schedule
Variation**

Paragraph 2 of Part 2 Schedule 1 "Affordable Housing of the Original Agreement shall be deleted and replaced by the following wording:

"2. The Council shall be granted nomination rights to 100% of the Affordable Housing for Rent unless otherwise agreed in writing"

IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written.

THE COMMON SEAL OF Broadland District Council
was affixed in the presence of:



Authorised Signatory: *David's*
Monitoring Officer

and this deed has been duly and properly executed
in accordance with the constitution of Broadland District Council

EXECUTED AS A DEED by

Birketts LLP acting by *TOM NEWCOMBE*

As attorney for

HOPKINS HOMES LIMITED in the presence of

Attorney's signature: *[Signature]*
Designated Member of Birketts LLP, as attorney for Hopkins Homes Limited

Witness signature: *[Signature]*

Witness name: *Lisa Walker*

Witness address: **BIRKETTS LLP
22 STATION ROAD
CAMBRIDGE CB1 2JD**

Witness occupation: *Legal Secretary*

Signed as a Deed by)

HSBC UK BANK PLC)

Acting by its attorney **DAVID PRICE**)



Attorney

In the presence of:

Witness Signature:



Witness Name:)

IAN HORSMAN

Witness Address:

HSBC UK BANK PLC

**1 CENTRAL SQUARE
BIRMINGHAM, B1 1HQ**

Witness Occupation:

BANK OFFICIAL